

1 THE HONORABLE BENJAMIN H. SETTLE  
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67 UNITED STATES DISTRICT COURT  
8 WESTERN DISTRICT OF WASHINGTON  
9 AT TACOMA10 SYNERGY GREENTECH  
11 CORPORATION,

12 Plaintiff,

13 v.

14 MAGNA FORCE, INC. ,

15 Defendant.

16 CASE NO. 3:12-cv-05543

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28**ORDER AND STIPULATED  
MOTION TO FILE PORTIONS OF  
SYNERGY GREENTECH  
CORPORATION'S REPLY  
MEMORANDUM IN SUPPORT OF  
MOTION FOR SUMMARY JUDGMENT  
UNDER SEAL****Note on Motion Calendar: June 28, 2013**

In accordance with CR 5(g) and 7(d)(1), and the Protective Order governing this case (Dkt. #21), Plaintiff Synergy GreenTech Corporation (“SGT”) and Defendant Magna Force, Inc. (“MFI”), hereby submit this stipulated motion to seal confidential portions of SGT’s Reply Memorandum in Support of SGT’s Motion for Summary Judgment (“Reply”).

Pursuant to Local Rule W.D. Wash. 5(g)(2), the Court may seal a document regarding a dispositive motion upon a showing of good cause. Both the Supreme Court and the Ninth Circuit have held that good cause exists to limit public access to judicial documents where such records constitute “sources of business information that might harm a litigant’s competitive standing.” *See, e.g., Nixon v. Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978); *In re McClatchy Newspapers, Inc.*, 288 F.3d 369, 370-71 (9th Cir. 2002).

The current litigation between SGT and MFI centers on a patent assignment agreement

1 regarding the transfer of certain MFI patents and license agreements from MFI to SGT. A third  
2 party, MagnaDrive Corporation (“MDC”), is a licensee to the MFI patents pursuant to its license  
3 agreement with MFI. MDC is not only a competitor to SGT and MFI in the magnetic coupling  
4 market, but is a party to a separate litigation pending before the Court of Appeals of the State of  
5 Washington involving the patent assignment agreement and MDC license agreement. Therefore,  
6 SGT’s and MFI’s competitive standings will be harmed if the confidential business and financial  
7 information contained in SGT’s Reply is not protected from public dissemination.

8 **Local Rule 5(g)(3) Certification**

9 In keeping with the Court’s local rules governing motions to seal, the Parties conferred  
10 telephonically on June 28, 2013 to minimize the amount of materials filed under seal. The parties  
11 have agreed that none of the exhibits to Li Reply Declaration in Support of SGT’s Reply needs  
12 be sealed and have withdrawn confidentiality exhibits previously been designated  
13 “Confidential.”

14 In compliance with Local Rule W.D. Wash. 5(g)(3)(B), SGT and MFI seek to file under  
15 seal confidential portions of SGT’s Reply: Portions sought to be redacted reflect confidential  
16 and proprietary business information of SGT, MFI, and MDC that SGT has the obligations to  
17 keep confidential pursuant to non-disclosure agreements. Portions sought to be redacted also  
18 discuss confidential information contained in briefs, declarations and exhibits SGT and MFI  
19 previously filed under seal. The public dissemination of such information would threaten to  
20 harm the competitive standing of SGT, MFI, and MDC.

21 Per Local Rule W.D. Wash. 5(g)(5)(B), SGT is concurrently filing the unredacted  
22 versions of SGT’s Reply under seal, while awaiting the Court’s order on the present motion.

23 WHEREFORE, SGT and MFI respectfully request leave to file SGT’s Reply under seal.  
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1 DATED: June 28, 2013

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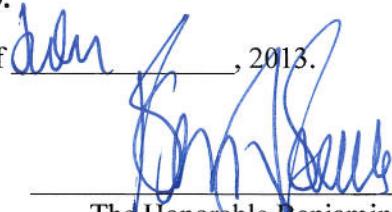
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26 *Attorneys for Defendant Magna Force, Inc.*

27 **IT IS SO ORDERED.**

28 Dated this 1 day of , 2013.

The Honorable Benjamin H. Settle  
 UNITED STATES DISTRICT JUDGE